

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

NUCAR CONSULTING, INC.,	:	CASE NO. _____
	:	
Plaintiff,	:	
	:	
v.	:	
	:	NOTICE OF REMOVAL
ARBOGAST BUICK-PONTIAC-GMC	:	
TRUCK, INC.,	:	
	:	
Defendant.	:	

Defendant, Arbogast Buick-Pontiac-GMC Truck, Inc. ("Arbogast"), for the purpose of removing this case pursuant to 28 U.S.C. § 1441(a), respectfully submits this Notice of Removal pursuant to 28 U.S.C. §1446. Arbogast respectfully submits the following short and plain statement of the grounds for removal together with a copy of all process, pleadings and other papers served upon Arbogast in this action:

1. **State Court Action.** On March 7, 2006, Plaintiff, NuCar Consulting, Inc. ("NuCar") filed suit in the Superior Court of the State of Delaware in and for New Castle County in the matter proceeding as C.A. No. 06C-03-079PLA. On March 27, 2006, NuCar served the Summons and Complaint on the Delaware Secretary of State. On April 13, 2006, NuCar mailed the Notice of Non-Resident Service, Summons and Complaint to Arbogast. On April 17, 2006, Arbogast received the Notice of Non-Resident Service, Summons and Complaint.

2. **Federal Court Jurisdiction.** This Court has original jurisdiction under 28 U.S.C. § 1332. According to the Complaint, NuCar is a Delaware corporation with its principal place of business in Delaware. Arbogast is an Ohio corporation with its principal place of business in Ohio. According to the Complaint, the amount in controversy exceeds \$75,000.00.

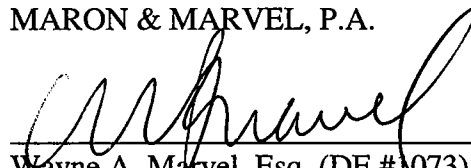
3. **State Court Documents Attached.** A copy of all process, pleadings, and orders served upon Arbogast in New Castle County Superior Court Case C.A. No. 06G03-079 PLA are attached as Exhibit 1.

4. **Notice to Plaintiff in State Court.** Contemporaneously with the filing of this Notice of Removal in this Court, Arbogast has given written notice hereof to NuCar by service to its counsel and has filed with and served the Clerk of the New Castle County Superior Court a copy of this Notice.

5. **Relief Requested.** Arbogast respectfully gives notice that this action is to be removed from the New Castle County Superior Court to the United States District Court for the District of Delaware.

Respectfully submitted,

MARON & MARVEL, P.A.



Wayne A. Marvel, Esq. (DE #1073)
1300 North Broom Street
Wilmington, DE 19806
(302) 425-5177

Attorneys for Defendant,
Arbogast Buick-Pontiac-GMC Truck, Inc.

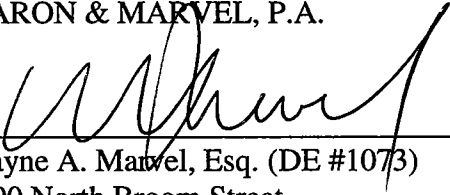
OF COUNSEL:

Chad D. Cooper, Esq.
Thompson Hine LLP
2000 Courthouse Plaza, N.E.
P.O. Box 8801
Dayton, Ohio 45401-8801
Telephone: (937) 443-6909
Facsimile: (937) 443-6830

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon Douglas A. Shachtman
Douglas A. Shachtman & Associates 1200 Pennsylvania Avenue, Suite 302, Wilmington,
Delaware 19806, by hand delivery this 1st day of May, 2006.

MARON & MARVEL, P.A.

A handwritten signature in black ink, appearing to read 'Wayne A. Marvel', is written over a horizontal line.

Wayne A. Marvel, Esq. (DE #1073)
1300 North Broom Street
Wilmington, DE 19806
(302) 425-5177

Attorneys for Defendant,
Arbogast Buick-Pontiac-GMC Truck, Inc.

EXHIBIT 1

EFiled: Mar 7 2006 4:53P
Transaction ID 10739424



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

NUCAR CONSULTING, INC.,
a Delaware corporation,

Plaintiff,

v.

ARBOGAST BUICK-PONTIAC
-GMC TRUCK, INC.

Defendant.

C.A. No. 06E03-079 PLA

NON-ARBITRATION

DEFENDANT'S ANSWER, DEFENSES AND
FACTUAL BASIS MUST BE MADE BY
AFFIDAVIT PURSUANT TO 10 DEL C. § 3901

RECEIVED

MAR 27 2006

1050
Secretary of State

2006 MAR 24 AM 8:46

SHERIFF'S HANDS
KENT COUNTY, DEL.

THE STATE OF DELAWARE,
TO THE SHERIFF OF KENT COUNTY:
YOU ARE COMMANDED:

To summon the above named defendant so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Douglas A. Shachtman, Esquire, Plaintiff's attorney, whose address is 1200 Pennsylvania Ave., Suite 302, Wilmington, DE 19806, an answer to the complaint and an affidavit of defense.

To serve upon Defendant a copy hereof and of the complaint.

Dated: 3/21/06

SHARON AGNEW
Prothonotary

Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on Plaintiff's attorney named above an answer to the complaint and an affidavit of defense, judgment by default will be rendered against you for the relief demanded in the complaint.

SHARON AGNEW
Prothonotary

Per Deputy

Sheriff's Return

Served the within Summons and copy of the following complaint:

SUMMONS/COMPLAINT

this day, Monday, March 27, 2006, personally upon **HARRIET SMITH WINDSOR**, Secretary of State of the State of Delaware, by leaving with her a true and correct copy of the said Summons for the defendant:

ARBOGAST BUICK-PONTIAC-GMC TRUCK, INC.

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2006 APR 11 PM 8:55

and a copy of the Complaint for the said defendant, together with the sum of \$ 2.00 Dollars, as prescribed by Section 3104 of Title 8 of the Delaware Code of 1978.

So Answers,

Jim Higdon

Jim Higdon
Sheriff of Kent County

EFiled: Mar 7 2006 4:53P
Transaction ID 10739424



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

NUCAR CONSULTING, INC.,)	
a Delaware corporation,)	
)	C.A. No.
Plaintiff,)	
)	NON-ARBITRATION
v.)	
)	
ARBOGAST BUICK-PONTIAC-GMC)	DEFENDANT'S ANSWER, DEFENSES AND
TRUCK, INC., an Ohio corporation,)	FACTUAL BASIS MUST BE MADE BY
)	AFFIDAVIT PURSUANT TO 10 DEL C. § 3901
Defendant.)	

COMPLAINT

1. Plaintiff NuCar Consulting, Inc. ("NuCar"), a Delaware corporation, is engaged in the business of providing marketing programs to motor vehicle dealerships nationwide.
2. Arbogast Buick-Pontiac-GMC Truck, Inc. ("Arbogast"), an Ohio corporation, is a motor vehicle dealership in Troy, Ohio.
3. On April 14, 2005, NuCar and Arbogast entered into a contract for NuCar to provide a marketing program to Arbogast, for which Arbogast would compensate NuCar. True and correct copies of which are attached hereto marked Exhibit "A" and are incorporated by reference.
4. Plaintiff created the marketing materials and otherwise performed its obligations under the said contract.
5. Defendant has failed and refused to proceed with the marketing program or to compensate Plaintiff.
6. Defendant is obligated for the contractual damages of \$193,958.10.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of One

Hundred Ninety Three Thousand Nine Hundred Fifty Eight and Ten/100 Dollars (\$193,958.10)
plus interest, attorney's fees and such other relief as this court may deem just and proper.

/s/ Douglas A. Shachtman
DOUGLAS A. SHACHTMAN, I.D. No. 756
Douglas A. Shachtman & Associates
1200 Pennsylvania Avenue, Suite 302
Wilmington, Delaware 19806
(302) 655-1800
Attorney for Plaintiff

Dated: March 7, 2006

EFiled: Mar 7 2006 4:53P
Transaction ID 10739424



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

NUCAR CONSULTING, INC.,
a Delaware corporation,

Plaintiff,

v.

ARBOGAST BUICK-PONTIAC
-GMC TRUCK, INC.

Defendant.

)
)
) C.A. No.

)
) NON-ARBITRATION

)
)
) DEFENDANT'S ANSWER, DEFENSES AND
) FACTUAL BASIS MUST BE MADE BY
) AFFIDAVIT PURSUANT TO 10 DEL C. § 3901
)
)

CERTIFICATE OF NON-ARBITRATION

I, Douglas A. Shachtman, attorney for plaintiff(s), hereby certify in good faith at this time
in my opinion that the sum of damages of Plaintiff is in excess of \$100,000, exclusive of costs
and interest.

/s/ Douglas A. Shachtman

DOUGLAS A. SHACHTMAN, I.D. No. 756
Douglas A. Shachtman & Associates
1200 Pennsylvania Avenue, Suite 302
Wilmington, Delaware 19806
(302) 655-1800
Attorney for Plaintiff

Dated: March 7, 2006

EFiled: Mar 7 2006 4:53P
Transaction ID 10739424



AGREEMENT
PLATINUM PLUS™ AND AUTO AWARDS™ PROGRAMS

THIS AGREEMENT ("Agreement") dated this 14 day of April 2005.

PARTIES

Dave Arbogast Auto Group ("Customer")
PO Box 219
Troy, Ohio 45373

NuCar Consulting, Inc. ("NuCar")
P.O. Box 5000
313 North DuPont Highway
Suite 100
Odessa, Delaware 19730

SERVICES

NuCar will provide to Customer, or on Customer's behalf to others, the membership benefit program known as the Platinum Plus™ Preferred Customer Membership Program and the accumulated earnings program known as the Auto Awards™ program (collectively, the "Programs" and individually, a "Program"), as described by those services specified in Exhibit "A" ("Services").

The description of such Services may be modified from time to time by the written agreement of the parties.

COMPENSATION

For the provision of the Services, Customer agrees to pay NuCar the amounts described in Exhibit "B". NuCar shall invoice Customer for the Services and Customer shall pay NuCar upon receipt of such invoices pursuant to the procedures set forth in Exhibit "B" hereof.

TERM

Except as otherwise provided herein, the term of this Agreement shall commence upon the execution of this Agreement and continue for a period of three years. In the event neither party gives the other party written notice of termination at least ninety (90) days prior to the end of the term of this Agreement, this Agreement shall automatically be renewed upon the same terms and conditions contained herein for three (3) years, unless or until terminated by either party giving to the other party written notice of termination at least ninety (90) days prior to the end of the then current term of this Agreement.

TERMINATION

This Agreement or portions of the services not yet performed by either party may be terminated at any time for any reason upon NuCar providing to Customer at least thirty (30) days prior written notice.

This Agreement shall immediately terminate upon the occurrence of any of the following events.


NuCar Initials

Client Initials

Page 1 of 7 - 03/29/04

Exhibit
A

each of which both parties agree is good cause for termination:

- (1) If either party makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy or for reorganization or effectuated a plan or other similar arrangement with creditors, shall have filed an answer to a creditor's petition, or if a petition is filed against it for an adjudication in bankruptcy or reorganization, or if either party shall have applied for or permitted the employment of a receiver or a trustee or a custodian of any of its property or assets; or
- (2) If an injunction is issued against a party prohibiting the performance of that party's obligations hereunder.

CONDUCT AFTER TERMINATION

Upon termination of the Agreement, Customer shall deliver to NuCar or its designee all of NuCar's material, software and computer equipment in Customer's possession or control, and all other information or materials relating to the services provided under this Agreement. Return of said materials, software and computer equipment shall be completed within 30 days after the termination of this Agreement.

OWNERSHIP OF MATERIALS

NuCar shall retain full right, title and interest in and to all materials, computer software and equipment, including, but not limited to, campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, finished artwork, transcriptions, speeches, visual aids, out takes, and ideas (collectively, the "Materials"). Customer shall use all reasonable and necessary means to protect NuCar's ownership in the Materials, including, but not limited to, the application of proper copyright notices in NuCar's name and the execution and delivery of assignments of all ownership rights to NuCar.

Any use of NuCar's trade designations (including, but not limited to, trademarks or service marks owned by NuCar) shall be included by Customer as part of the materials only after NuCar's prior written approval of such proposed use.

EXCLUSIVITY

During the term of this Agreement, and during each subsequent renewal period, NuCar shall not act in a similar capacity for or on behalf of an automobile retailer within 45 miles of Customer's primary place of business (the "Territory"), with the exception of (i) any existing Platinum Plus™ customer and (ii) any existing or future agreement with an automobile manufacturer or distributor for the installation of a national or regional Program within the Territory. Program exclusivity within the Territory only includes the AutoAwards or Platinum Plus™ Preferred Customer Membership Program.

WARRANTIES

NuCar represents, warrants and covenants to Customer that it is a corporation duly organized and validly existing under the laws of the State of Delaware, and the execution and performance of the Agreement has been duly authorized and approved by its representative(s) and the undersigned persons of NuCar have full power and authority to enter into this Agreement on behalf of NuCar.

NuCar shall keep all records relating to the Services provided to Customer using generally accepted accounting principles.

NuCar makes no other warranties or representations, express or implied.


NuCar Initials

Client Initials

LIMITATION ON DAMAGES

- (1) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, LOSS OF PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, STRICT LIABILITY OR BREACH OF WARRANTY, BUT SHALL NOT APPLY IF SUCH DAMAGES ARE THE RESULT OF THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (2) THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, BUT FOR THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

INDEMNIFICATION

Customer does hereby agree to indemnify, defend and hold NuCar, its officers, directors, employees, dealers, agents, successors and assigns harmless from and against all actions, suits, proceedings, judgments, demands, claims, whether valid or invalid, liability, loss or expenses whatsoever (including reasonable attorneys' fees) connected with, or arising from, any breach or misrepresentation by Customer or the non-performance of any covenant or obligation to be performed by Customer under this Agreement.

NOTICES

All notices hereunder shall be sent in writing and shall be deemed to have been duly given if hand delivered or mailed by registered or certified mail, postage prepaid, and if addressed to the address first above written or such other address as may be subsequently furnished in writing by the notified party.

CONFIDENTIALITY

NuCar and Customer agree that neither party will disclose, transfer, use, sell or give away to any person, firm or corporation, without the other party's prior consent, (1) any proprietary or confidential information communicated to it by the other party or any of its agents, or (2) any of the materials.

BINDING EFFECT

This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.


NuCar Initials

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UNDERSTANDING

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and may be amended only by written instrument executed by both parties or their respective successors or permitted assigns.

GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Delaware. All disputes, controversies or claims connected with, arising out of or relating to this Agreement or any modification, extension or renewal thereof shall be subject exclusively to an action being brought solely in the Courts of the State of Delaware. The parties consent to in personam jurisdiction of the Courts of the State of Delaware, for all purposes in connection with this arbitration and any litigation, and waive, fully and completely, any right to dismiss and/or transfer any action.

SEVERABILITY

In the event that this Agreement, any provision thereto or performance of any provision hereof, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to terminate the Agreement in its entirety or elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provision of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement on the date first above written in a manner appropriate to each.


Dave Arbogast Auto Group

By:

Name:

Title:

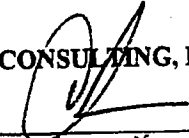
DAVID Arbogast
4-14-05


NuCAR CONSULTING, INC.

By:

Name:

Title:


Chandler Greene
VP Sales + Marketing


NuCar Initials

Client initials

EXHIBIT "A"
SERVICES TO BE PROVIDED

BUSINESS COMPILATION YES OR NO

NuCar will provide local business compilation of participating merchants. Compilation to include; offer negotiation, contractual commitment, merchant education, honorary employee memberships, and employee awareness signage. Merchant to display participation identification sticker where applicable.

CARD PRODUCTION/CARD FULFILLMENT YES OR NO

Upon receipt by NuCar of requested electronic information from Customer, NuCar to establish a customer file and earnings account to match with token provided at time of delivery by Customer. Customer responsible for proving each member with a token and data entry as needed to enter and register each new member. NuCar to provide semi-customized membership token as selected by Customer for each participating member up to the total number of cards allocated to Customer and described in Exhibit "A".

ACCUMULATED EARNINGS NETWORK YES OR NO

NuCar to design and implement a semi-custom member earnings account for each member. Earnings account to include data recovery unit, receipt printer, cabling, power supplies, and licensing for Customer and home-office software. NuCar agrees to warrant equipment against defects in materials and workmanship for the life of this Agreement. Customer assumes all responsibility for damages due to abuse or misuse of said equipment or any damage caused by Customer, its employees, agents, guests, invitees or customers.

DATA MANAGEMENT YES OR NO

NuCar to accept downloads of member transaction information from Customer on a scheduled basis determined by NuCar and Customer. NuCar to maintain data and issue a monthly dealership summary.

STATE RESALE TAX EXEMPTION CERTIFICATE YES

Customer agrees to provide NuCar with a state resale tax exemption certificate for all states in which customer plans to utilize program.

PREFERRED CUSTOMER HANDBOOK YES OR NO


NuCar to provide customized membership handbook for each member described this Agreement. Membership handbook to include benefits summary, and participating merchant display ads.

POINT OF PURCHASE MATERIALS YES OR NO

NuCar to provide point-of-purchase material as described in this Agreement.

EDUCATIONAL SEMINARS YES OR NO

NuCar to provide educational seminars for all staff members deemed appropriate by NuCar and Customer. Initial seminars are designed to acclimate staff to program and concepts. Additional educational seminars are designed to enhance utilization and effectiveness of concepts. Employee meetings will be scheduled consecutively and Customer must make the appropriate employees available at the scheduled meeting times. Seminars will be scheduled approximately during the fourth and eighth months after the installation date.


 NuCar Initials

Client Initials

PROJECT SPECIFICATIONS

<u>Annual Qty.</u>	<u>Description</u>
<u>2800</u>	Customized Preferred Customer Handbooks up to <u>78</u> pages
<u>2</u>	Data recovery system with related modems and hardware
<u>1</u>	Receipt printers
1	Interface Kits
1	Home-Office software license
1	Site software licenses
<u>600</u>	Premiere Membership cards with key tags
<u>2200</u>	Elite Membership cards with key tags
<u>0</u>	Customized Last Chance Postcards
<u>0</u>	Service Sign Up Postcard Mailers
<u>8400</u>	Sales brochures with membership applications
52	Weekly Web Site Uploads
<u>4</u>	Projected savings display boards
<u>2800</u>	Vehicle Stickers/Mirror Hangers
<u>15-20</u>	Local and regional participating merchants
	<ul style="list-style-type: none"> • Quarterly In-store Educational seminars • Monthly dealership summaries • Software customization as described in this document • Technical support for data recovery system • Conceptual ideas for program marketing • Participating merchant education and installation • Product delivery and maintenance

2800



NuCar Initials

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EXHIBIT "B"
PAYMENT SCHEDULE

Minimum thirty-six (36) month investment invoiced in thirty-six (36) equal monthly payments of \$ 5541.66 to begin the 15 day of April, 2005 and conclude on the 15 day of March, 2008. Payments to be invoiced by NuCar Consulting on the 1st of each month and is due on or before the 15th of each month.

Additional consumables required by Customer during the Term shall be provided by NuCar at NuCar's then prevailing rates for such consumables.


NuCar Initials

Client Initials

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

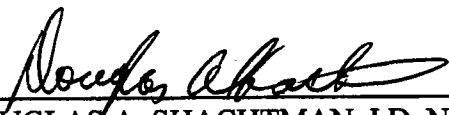
IN AND FOR NEW CASTLE COUNTY

NUCAR CONSULTING, INC.,)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	C.A. No. 06C-03-079 PLA
v.)	
)	NON-ARBITRATION
ARBOGAST BUICK-PONTIAC-GMC)	
TRUCK, INC., an Ohio corporation,)	
)	
Defendant.)	

NOTICE OF NON-RESIDENT SERVICE

TO: David W. Arbogast
David Arbogast Buick Pontiac GMC, Inc.
3540 South County Road 25-A
Troy, Ohio 45373

Defendent is hereby notified, pursuant to 10 Del. C. §3104 that service of the Complaint and Summons, copies of which are enclosed, have been served upon the Secretary of State of the State of Delaware. Such service, together with this Notice, gives this Court jurisdiction over Defendant, and is as effectual to all intents and purposes as if personal service had been made upon Defendant within this State.



DOUGLAS A. SHACHTMAN, I.D. No. 756
Douglas A. Shachtman & Associates
1200 Pennsylvania Avenue, Suite 302
Wilmington, DE 19806
(302) 655-1800
Attorney for Plaintiff

DATED: April 11, 2006

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Nucar Consulting, Inc.

(b) County of Residence of First Listed Plaintiff unknown
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Douglas A. Shachtman, Esq.
200 Pennsylvania Ave., Suite 302
Wilmington, DE 19806

DEFENDANTS

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

WAYNE A. MARVEL, Esq.
Maron + marvel, PA.
1300 N. Broom St., Wilmington, DE 19806

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §§ 1332, 1441

Brief description of cause:

Alleged Breach of Contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

Superior Court of Delaware, Nucar Consulting v. Arbogast Buick, Pontiac, Gmc
(See instructions): JUDGE Peggy L. Ableman

DOCKET NUMBER CA No. 06L-03-079PA

DATE

5/1/2006

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06 - 284


ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

5-1-06

(Date forms issued)


(Signature of Party or their Representative)

Sam Pratcher
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action